

RESOLUTION NO. 2016262

RE: AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT
FROM DAVID L. HAACK AND GRACE A. HAACK,
AS TRUSTEES OF THE DAVID L. HAACK LIVING TRUST
AND GRACE A. HAACK AND DAVID L. HAACK, AS
TRUSTEES OF THE GRACE A. HAACK LIVING TRUST
IN CONNECTION WITH THE PROJECT KNOWN AS
MYERS CORNERS ROAD (CR 93) IMPROVEMENTS,
TOWN OF WAPPINGER (PIN 8755.45)

Legislators PULVER, MICCIO, BOLNER, INCORONATO and SAGLIANO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of Myers Corners Road (CR 93) in the Town of Wappinger, Dutchess County, which project (PIN 8755.45) includes the acquisition of portions of certain properties, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant impact on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve Myers Corners Road (CR 93) in the Town of Wappinger, Dutchess County, it is necessary to acquire a permanent easement on a portion of real property located at 260 Myers Corners Road in the Town of Wappinger, as follows: 216.03+/- square foot parcel as shown on Map 13, Parcel 17, and described as Parcel Identification Number 135689-6258-02-851528-0000, presently owned by David L. Haack and Grace A. Haack as Trustees of the David L. Haack Living Trust and Grace A. Haack and David L. Haack, as Trustees of the Grace A. Haack Living Trust; and

WHEREAS, the purchase price to acquire the permanent easement (216.03 +/- square foot parcel) is \$500, to the property owners, David L. Haack and Grace A. Haack as Trustees of the David L. Haack Living Trust and Grace A. Haack and David L. Haack, as Trustees of the Grace A. Haack Living Trust, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owner is annexed hereto, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be acquired for the total sum of \$500, plus an authorization to spend up to an additional \$1,000.00 in related expenses, if necessary; NOW, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of the Permanent Easement of the property described above in the Town of Wappinger, will not have a significant impact on the environment, and be it further

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with the Permanent Easement, and be it further

RESOLVED, that on the receipt from the property owner of the executed deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay the necessary associated fees and/or expenses in connection with the easement.

CA-157-16
CAB/kvh/R-0948-L
10/13/16
Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of November 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 7th day of November 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 1,500

Total Current Year Revenue \$ 1,425
and Source

Source of County Funds (check one):
☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$75
Over Five Years: _____

Additional Comments/Explanation:

PIN 8755.45: MYERS CORNERS ROAD (CR 93) IMPROVEMENTS PROJECT, TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Authorization to acquire a permanent easement to a 216.03+/- square foot parcel as shown on Map 13, Parcel 17 for the purchase price of \$500.00.

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

Prepared On: 10/11/16

EXECUTED IN DUPLICATE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Myers Corners Road (CR 93) Improvements
PIN OR CIN: 8755.45

Map: 13

Parcel(s): 17

This Agreement by and between DAVID L. HAACK AND GRACE A. HAACK, AS TRUSTEES OF THE DAVID L. HAACK LIVING TRUST, DATED 4/24/13; AND GRACE A. HAACK AND DAVID L. HAACK, AS TRUSTEES OF THE GRACE A. HAACK LIVING TRUST, DATED 4/24/13, residing at 260 Myers Corners Road, Wappinger Falls, New York 12590, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- ☐ all right title and interest to 0± square feet of real property. Purchase price is
- ☒ a permanent easement to 216.03± square feet of real property. Purchase price is \$500.
- ☐ a temporary easement to 0± square feet of real property. Purchase price is

Located at 252 Myers Corners Road, Town of Wappinger, Dutchess County, New York, and is further described as parcel(s) 17 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain Bargain and Sale Deed dated May 10, 1991 and recorded May 10, 1991 in Liber 1892 at Page 347 in the Office of the County Clerk for Dutchess County (re: Grid #6258-02-851528),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: lawn.

3. PURCHASE PRICE. The total purchase price is FIVE HUNDRED AND 00/100 DOLLARS (\$500.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.

4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about November 1, 2016. This Agreement may be subject to the approval of the Dutchess County Legislature.

5. BUYER'S POSSESSION OF THE PROPERTY. The Buyer shall provide full payment of the purchase price stated in paragraph 3 to the Seller prior to taking possession of the property rights. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

6. TERM OF TEMPORARY EASEMENT. The term of the Temporary Easement(s) shall be for 3 years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Easement. The Temporary Easement may be extended for two (2) additional one year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Easement for an additional one year. The cost of each

additional one year term shall be \$33. The Buyer shall include a check for the sum of \$33 with said written notification to the Seller.

7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
- A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.
8. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary, by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
9. **RECORDING COSTS AND CLOSING ADJUSTMENTS.** Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. **ENTIRE AGREEMENT.** This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
12. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this _____ day of _____, 2016, the parties have entered into this Agreement.

THE DAVID L. HAACK LIVING TRUST, DATED
4/24/13; AND THE GRACE A. HAACK LIVING
TRUST, DATED 4/24/13

SELLER: David L. Haack, Trustee
David L. Haack as Trustee

APPROVED AS TO FORM:

Department of Law

THE DAVID L. HAACK LIVING TRUST, DATED
4/24/13; AND THE GRACE A. HAACK LIVING
TRUST, DATED 4/24/13

SELLER: Grace A. Haack
Grace A. Haack, as Trustee

APPROVED AS TO CONTENT:

[Signature]
Department of Public Works

COUNTY OF DUTCHESS

Print Name: _____

Title: _____

Date: _____



REALIGNMENT OF
COUNTY ROUTE 93
MYERS CORNERS ROAD

Originals of this map (sheets 1 & 2)
are on file at the offices of the
Dutchess County Department of
Public Works.

ACQUISITION DESCRIPTION:
Type: PERMANENT EASEMENT
Portion of Real Property Tax
Parcel ID No.
135689-6258-02-851528-0000

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8755.45

THE DAVID L. HAACK LIVING TRUST
& THE GRACE A. HAACK LIVING TRUST
(REPUTED OWNERS)

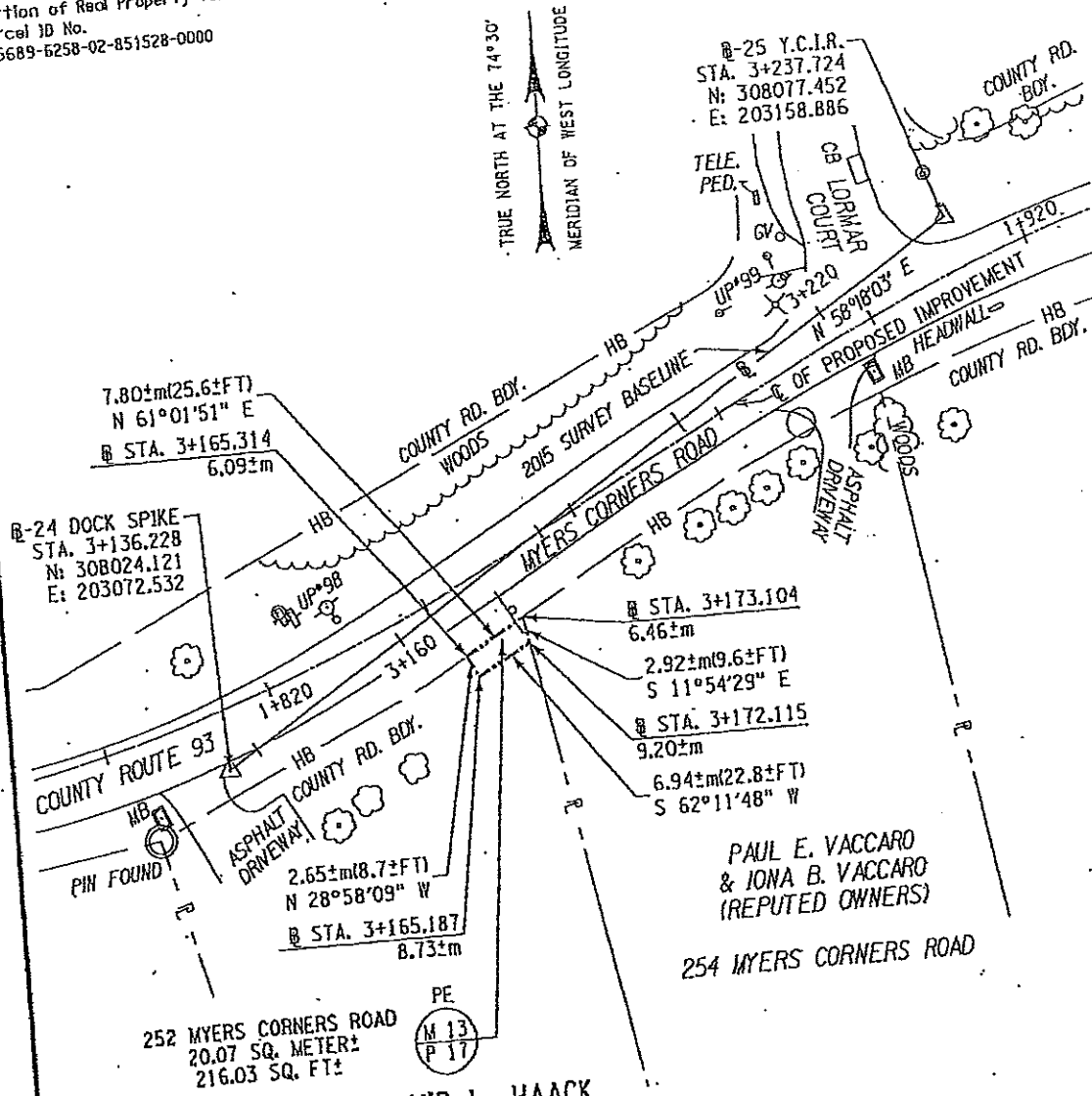
DOCUMENT # 02-2013-3091

MAP NO. 13
PARCEL NO. 17
SHEET 1 OF 2

Town of Wappinger
County of Dutchess
State of New York

REPUTED OWNERS:

THE DAVID L. HAACK LIVING TRUST
& THE GRACE A. HAACK LIVING TRUST
260 Myers Corners Road
Wappinger Falls, NY 12590



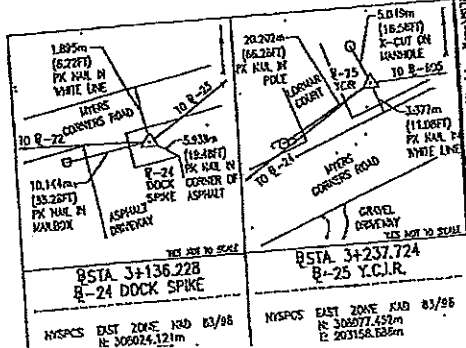
PAUL E. VACCARO
& JONA B. VACCARO
(REPUTED OWNERS)
254 MYERS CORNERS ROAD

252 MYERS CORNERS ROAD
20.07 SQ. METER:
216.03 SQ. FT.

THE DAVID L. HAACK
LIVING TRUST &
THE GRACE A. HAACK
LIVING TRUST
(REPUTED OWNERS)



MAP NUMBER



PIN 8755.45

MAP NO. 13
PARCEL NO. 17
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in a permanent easement, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and Eminent Domain Procedure Law.

A PERMANENT EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY ABOVE DELINEATED FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THEREON THE WIDENING OF COUNTY ROUTE 93 (WAYERS CORNERS ROAD) FOR THE REALIGNMENT OF ROUTE 93 WAYERS CORNERS ROAD IMPROVEMENTS, IN AND TO ALL THAT PIECE OR PARCEL OF PROPERTY DESIGNATED AS PARCEL NO. 17, SITUATE IN THE TOWN OF WAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF PAUL E. VACCARO AND IONA B. VACCARO (REPUTED OWNERS) ON THE EAST AND THE PROPERTY OF THE DAVID L. HAACK LIVING TRUST AND THE GRACE A. HAACK LIVING TRUST (REPUTED OWNERS) ON THE WEST, SAID POINT BEING 6.46±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+173.104± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD); THENCE SOUTH 11°-54'-29" EAST 2.92±m(9.6±FT.) TO A POINT 9.20±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+172.115± OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF THE DAVID L. HAACK LIVING TRUST AND THE GRACE A. HAACK LIVING TRUST (REPUTED OWNERS) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 62°-11'-48" WEST 6.94±m(22.8±FT.) TO A POINT 8.73±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+165.187± OF SAID BASELINE; AND (2) NORTH 28°-58'-09" WEST 2.65±m(8.7±FT.) TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 6.09±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+165.314± OF SAID BASELINE; THENCE NORTH 61°-01'-51" EAST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) 7.80±m(25.6±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 20.07± SQUARE METERS (216.03± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, DELINEATED, AND SUCH PROPERTY AND SUCH WHICH IS NECESSARY RECONSTRUCTION AND PROJECT, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2015 SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (WATERS CORNERS) ROAD, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 3+136.228; THENCE NORTH 58°-18'-03" EAST TO STATION 3+237.724.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date _____ 2016

Noel H. S. Krize, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date _____ 2016

Robert H. Bakind, P.E.
Deputy Commissioner of Public Works

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date _____ 2016

Mark DeLor - Land Surveyor
P.L.S. License No. 050478

Moser Consulting P.A.
12 Metro Park Road, Suite 104
Auburn, NY 12205

MAP NUMBER _____

REVISSED DATE _____

DATE PREPARED _____

NAME = GRADUATEZIZZY HITEKS COBENEA ADVLOW/ASQ NAPPX/MC3P17A.dgms